

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 18 August, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Chapter II, Section 2.i. of the City Charter to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State and the City agree to participate in widening the southbound off-ramp on Interstate 10 ("I-10") at Ray Road to accommodate a dual right turn lane; rework medians on eastbound Ray Road to provide a dual left turn lane and external left turn lane storage for the eastbound to northbound traffic, and additional left turn storage for westbound to southbound traffic, herein referred to as the "Project." The State shall provide a lump sum in the amount of \$435,000.00 towards the construction of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 24179
Filed with the Secretary of State
Date Filed: 08/18/00

Betsy Bayless
Secretary of State

By Vicky V. Haennewael

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement and receipt of an invoice, remit to the City the lump sum amount of \$435,000.00, for the State's portion of the cost of the Project.

b. Review the City's design plans, specifications and other such documents and services required for the Project and provide comments as appropriate. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion and acceptance of the Project by the City, accept all maintenance responsibilities resulting from this Project pursuant to JPA 90-19, the Master Maintenance Agreement and subsequent amendments, filed with the Secretary of State, number 15557.

2. The City will:

a. Upon execution of this agreement, invoice the State the lump sum amount of \$435,000.00, for the State's portion of the cost of the Project.

b. Provide design plans, specifications and other such documents and services required for the Project to State for review and comments. Incorporate the State's review comments as appropriate.

c. Call for bids, award one or more construction contracts for the Project, administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon completion, approve and accept the Project on behalf of the parties hereto, accept all maintenance responsibilities resulting from this Project pursuant to JPA 90-19, the Master Maintenance Agreement and subsequent amendments, filed with the Secretary of State, number 15557.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
200 W. Washington, 5th Floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks,
City Manager

STATE OF ARIZONA
Department of Transportation

By Thomas E. Callow
THOMAS E. CALLOW, P.E.
~~Interim~~ Street Transportation Director

By Daniel S. Lance
DANIEL S. LANCE, P.E.
Deputy State Engineer

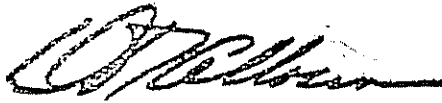
ATTEST

By Vicky Miel
VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 25th day of January 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities for the design, construction and maintenance to widen the southbound off-ramp on Interstate 10 ("I-10") at Ray Road to accommodate a dual right; rework median on eastbound Ray Road to provide dual left and external storage.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 25 day of APRIL, 2000.

K. T. Reed

ACTING
DVB
City Attorney



City of Phoenix
STREET TRANSPORTATION DEPARTMENT

January 10, 2001

Ms. Marsha Bloom, Manager
Account Receivable Section
Arizona Department of Transportation
206 S. 17th Avenue, Mail Drop 204B
Phoenix, AZ 85007-3213

RE: Ray Road and I-10
City of Phoenix Project Index No.: ST89310054-C
AG Contract No.: KR00-0318TRN
Project No.: JPA00-13

Dear Ms. Bloom:

On August 18, 2000 an intergovernmental agreement was executed between the City of Phoenix and the State of Arizona for widening of the southbound off-ramp on Interstate 10 at Ray Road. Paragraph 3 of the Agreement stipulates that upon execution of the Agreement and receipt of an invoice, the State shall provide a lump sum in the amount of \$435,000.00 towards the construction of the Project.

Please remit a check payable to the City of Phoenix Treasury in the amount of \$435,000. Please reference the number 400108144 from the attached invoice on your check for proper handling, and send the check to the City of Phoenix Treasury, P.O. Box 78815, Phoenix, AZ, 85062-8815.

If you have any questions, please contact me at (602) 262-7024.

Sincerely,

Bob Schryver
Budget Analyst

C: Don Herp, C.O.P. Deputy Director
Art Glover, C.O.P. Project Manager
Sandy Remy, COP. Fiscal
Lynn Grandy, ADOT, Joint Project Administration✓

Enclosures



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO
ATTORNEY GENERAL

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FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0318TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 11, 2000

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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